

Panaji, 10th February, 1983 (Magha 21, 1904)

SERIES II No. 46

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Works, Education and Tourism Department

Order

No. 12/7/78/IX/WET

On the recommendations of Union Public Service Commission Shri Bhohe Devidas Usno a candidate recommended by the Union Public Service Commission is hereby appointed to officiate in the post of Lecturer in Electrical Engineering in the College of Engineering, Goa with effect from 30-12-1982 (F.N.).

The appointment is temporary and will be on probation for a period of two years.

The scale of pay of the post is Rs. 700-40-900-EB-40-1100-50-1300 and his initial pay will be fixed according to rules as recommended by the Union Public Service Commission vide their letter No. F.1/150/82-RF dated 16-8-1982.

He will be entitled for grant of dearness and house rent allowance as admissible to the employees of this Administration.

Other conditions of his service will be governed by the relevant rules and orders issued by the Central Government on this behalf from time to time.

His appointment is subject to the conditions that in case he is found to be having bad character/reputation or antecedent his services will be terminated.

By order and in the name of the Administrator of Goa, Daman and Diu.

Pukh Raj Bumb, Joint Secretary (P&D).

Panaji, 18th January, 1983.

Local Administration and Welfare Department

Notification

No. 10-14-82-COOP-LAWD/GOL Vol. II

On the recommendations of the Government of India, Ministry of Agriculture (Department of Agriculture & Cooperation), New Delhi, Government is pleased to constitute a State Level Committee for the purpose of bringing about a co-ordination between the cooperatives and the extension agencies for stepping up the distribution and sale of fertilisers, consisting of the following members:—

- 1) Registrar of Cooperative Societies, Panaji — Chairman.
- 2) Director of Agriculture, Panaji — Member.
- 3) Chairman of Goa Cooperative Marketing and Supply Federation Ltd., Panaji — Member.

By order and in the name of the Administrator of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 4th February, 1983.

Office of the Asstt. Registrar of Cooperative Societies

No. 7-24-77/ARSZ/LQD/CON/5531/82

Read: This Office Order No. CON-45/Goa/LQD/78 dated 28-7-1978 appointing Shri G. S. Ekawade, Jr. Auditor, Coop. Societies, Margao-Goa, as Liquidator of Fatorda Cons. Coop. Society Ltd., Fatorda Salcete.

Order

In partial modification of this Office Order mentioned above Shri P. M. Naik, Jr. Inspector, Coop. Societies, South Zone, Margao is hereby appointed as Liquidator of Fatorda Cons. Coop. Society Ltd., Fatorda Salcete vice Shri G. S. Ekawade, with effect from the date of his taking over the charge.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 25th October, 1982.

No. 7-46-78/ARSZ/LQD/5494/82

Read: This Office Order No. ARCS/SZ/GEN-(c)-12/Goa/LQD/79 dated 2-11-1979 appointing Shri U. P. Gaonkar, Jr. Inspector, Coop. Societies South Zone, Margao in place of Shri S. R. G. Dessai.

Order

In partial modification to this Office Order referred to above Shri C. G. Konmuri, Special Recovery Officer, is hereby appointed as Liquidator of Quepem Block Poultry Coop. Society Ltd., Quepem vice Shri U. P. Gaonkar, with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 26th October, 1982.

No. RSR-I-Cons-87

Read: This office interim order No. 10-17-77/ARCS/CZ dated 22nd September, 1982 calling upon Goa Medical College Students and Staff Cons. Coop. Society Ltd., Bambolim to submit its explanation if any as to why the society should not be wound up.

Order

In virtue of the powers vested in me under section 102(1) of the Maharashtra Coop. Societies Act 1960 as applied to the Union Territory of Goa, Daman and Diu read with Rule 84 of the Coop. Societies Rule 1962. The above mentioned society was called upon to submit its explanation as to why the society be not taken into liquidation within one month from the date of issue of interim order cited above. However no reply has been received from the society so far and I am satisfied that there is no objection to the society being taken into liquidation. Hence I, V. G. Patil Asstt. Registrar of Coop. Societies, Central Zone, Panaji hereby confirm the aforesaid order in terms of section 102(2) of the aforesaid Act, as applied to the Union Territory of Goa, Daman and Diu.

Further under section 103(1) of the Maharashtra Co-operative Societies Act 1960, as applied to the Union Territory of Goa, Daman and Diu read with Rule 86(1) of the Coop. Societies Rule 1962, I appoint Shri A. K. Marathe, Jr. Inspector Coop. Societies, Central Zone, Panaji as liquidator of

Goa Medical College Students and Staff Cons. Coop. Society Ltd., Bambolim.

V. G. Patil, Asstt. Registrar of Coop. Societies, Central Zone.

Panaji, 16th December, 1982.

Notification

In exercise of the powers vested in me under Section 9(1) of Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the Oriental Insurance Employees' Cooperative Credit Society (Goa) Ltd., Vasco-da-Gama is registered under code symbol No. 3-Coop/(b)-9/South Goa/82.

Sd/- (Y. S. Manerikar) Asstt. Registrar of Coop. Societies, South Zone.

Margao, 26th October, 1982.

Certificate of Registration

The Oriental Insurance Employees' Cooperative Credit Society (Goa) Ltd., Vasco-da-Gama has been registered on 26-10-1982 and it bears registration code symbol No. 3-Coop/(b)-9/South Goa/82 and it is classified as a Salary Earners Society in terms of Rule 9(3) (b) of the Cooperative So-

cieties Rules, 1962 for the Union Territory of Goa, Daman and Diu.

Sd/- (Y. S. Manerikar) Asstt. Registrar of Coop. Societies, South Zone.

Margao, 26th October, 1982.

Notification

In exercise of the powers vested in me under Section 9 of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the Sasti Kamgar Sahakari Society Ltd., Kolmorod, Navelim-Salcete-Goa is registered under code symbol No. PRD-(b)-6/South Goa/82.

Sd/- (Y. S. Manerikar) Asstt. Registrar of Coop. Societies, South Zone.

Margao, 22nd October, 1982.

Certificate of Registration

The Sasti Kamgar Sahakari Society Ltd., Kolmorod, Navelim-Salcete-Goa, has been registered on 22-10-1982 and it bears registration code symbol No. PRD-(b)-6/South Goa/82 and it is classified as Producer's Society Sub-classification (b) Labour's Industrial Society.

Sd/- (Y. S. Manerikar) Asstt. Registrar of Coop. Societies, South Zone.

Margao, 22nd October, 1982.

Revenue Department

Notification

No. 22/1/83-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for allotment of house sites at Cacora, Quepem.

And Whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) are applicable.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

The Government is pleased to direct under sub-section (4) of Section 17 of the said Act that the provisions of Section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise

or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Deputy Collector, South Sub-Division, Margao, to perform the functions of a Collector under the said Act, in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector, South Sub-Division, Margao.
3. The Block Development Officer, Quepem, Goa.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector, South Sub-Division, Margao, from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka	Village	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Quepem	Cacora	—	145/2 (part)	Comunidade of Cacora. Raghunath S. Nalk.	12000.00
Boundaries:					
North: Road,					
South: Survey No. 145/2.					
East: — do —					
West: — do —					
Total					12000.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 1st February, 1983.

Notification

No. 22/119/82-RD

Whereas by Government Notification No. 22/119/82-RD dated 1-10-82 published on pages 381 to 387 of Series II, No. 29 of the Official Gazette dated 14-10-1982 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for public purpose viz. Construction of diversion road from Sirsaim to Sirigao at Assonora.

And Whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days from the publication of notice relating to the said land under

sub-section (1) of Section 9 of the Act, take possession of the said land.

Now Therefore, the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji to perform the functions of the Collector for all proceeding hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act, to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Land Acquisition Officer, P.W.D. (Cell), Altinho-Panaji, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Sirsaim	32	1 part	H: Otalina Pirnu Rocha	2245.00
			38	4 part	H: Comunidade	50.00
				27 part	H: Comunidade	200.00
					T: Angelina Rodrigues	
				28 part	H: Comunidade	375.00
					T: Parvati Shankar Candolkar	
					Shankar Govind Bhagat	
				18 part	H: Comunidade	150.00
					T: Arjun Govind Bhagat	
				30 part	H: Comunidade	900.00
					T: Shankar Govind Bhagat	
				6 part	H: Comunidade	125.00
					T: Maria Angelina Rodrigues	
				7 part	H: Comunidade	225.00
					T: Claudina Rodrigues	
				8 part	H: Comunidade	125.00
					T: Luisa Dias	
				10 part	H: Comunidade	510.00
					T: Paulina Fernandes	
				19 part	H: Comunidade	135.00
					T: Teresa Mary Pereira	
				12 part	H: Comunidade	105.00
					T: Mary Francis Alfonso	
				13 part	H: Comunidade	90.00
					T: Luisa D'Costa	
				14 part	H: Comunidade	85.00
					T: Teresa Mary Pereira	
				15 part	H: Comunidade	120.00
					T: Pascoal Britto	
				16 part	H: Comunidade	100.00
					T: Antonio Fernandes	
				17 part	H: Comunidade	105.00
					T: Clementina Souza	
				21 part	H: Comunidade	155.00
					T: Alex Fernandes	
				22 part	H: Comunidade	250.00
					T: Laximi Tukaram Malankar	
				23 part	H: Comunidade	325.00
					T: Lamida Fernandes	
				29 part	H: Comunidade	350.00
					T: Sakham Pabi Naik	
				31 part	H: Comunidade	605.00
					T: Vishnu Pundalic Amonkar	
			38	33 part	H: Comunidade	950.00
					T: Bhima Babi Naik	
				34 part	H: Comunidade	50.00
				35 part	H: Fr. Antonio F. D'Souza	35.00
			37	57 part	H: M/s. Emco Goa Private Ltd.	25.00
			58	2 part	H: Jose Luorencinho D'Souza	1350.00
				3 part	H: Angelina Pascoal D'Souza	50.00
				1 part	H: Otalina Pirnu Rocha	2200.00
	Bardez	Assonora	25	19 part	H: Comunidade	85.00
				18 part	H: Comunidade	400.00
					T: Rogallana Vaz	
				17 part	H: Comunidade	375.00
					T: Conceicao Dias	

Bardez	Assonora	25	16 part	H: Comunidade	155.00
				T: Lurina D'Souza	
			15 part	H: Comunidade	125.00
				T: Luis Caetano Ferrao	
			14 part	H: Comunidade	115.00
				T: Filipe Baptista Mendes	
			13 part	H: Comunidade	125.00
				T: Murto Vishnu Mavhelkar	
			12 part	H: Comunidade	250.00
				T: Govind Rajaram Banaulikar	
			11 part	H: Comunidade	260.00
				T: Suresh Babuso Padnekar	
			10 part	H: Comunidade	165.00
				T: Ana Maria Correia	
			9 part	H: Comunidade	155.00
				T: Ana Gracia Vaz	
			21 part	H: Comunidade	400.00
			2 part	H: Comunidade	135.00
				T: Margaretta Anthony Camilo Fernandes	
			3 part	H: Comunidade	125.00
				T: Satyawati Shiva Navelkar	
			4 part	H: Comunidade	90.00
				T: Maria Claudina D'Souza	
			5 part	H: Comunidade	155.00
				T: Datta Vithu Chodankar	
			6 part	H: Comunidade	275.00
				T: Manuel P. Fernandes	
		28	7 part	H: Comunidade	155.00
				T: Ganesh Mukund Nachinolkar	
			8 part	H: Comunidade	145.00
		28	9 part	H: Comunidade	135.00
				T: Benjamino Francis Ferrao	
			10 part	H: Comunidade	110.00
				T: Jose George Vaz	
			11 part	H: Comunidade	50.00
				T: Gregorio Pedro Fontes	
			12 part	H: Comunidade	55.00
				T: Joao Minguel Cutinho	
				H: Comunidade	30.00
				T: Sabina Vaz	
			14 part	H: Comunidade	35.00
				T: Rogaliana Menezes	
			15 part	H: Comunidade	30.00
				T: Sada Vishnu Choankar	
			16 part	H: Comunidade	30.00
				T: Chandrakant Jagannath Naik	
			17 part	H: Comunidade	5.00
				T: Jaganath Sitaram Naik	
			32 part	H: Comunidade	600.00
				T: Lourenco Fernandes	
			31 part	H: Comunidade	315.00
				T: Pandurang K. Aravekar	
			36 part	H: Comunidade	775.00
				T: Basilio Vaz	
			33 part	H: Comunidade	35.00
				T: Anny Santan Menezes	
			34 part	H: Comunidade	75.00
		29	18 part	H: Comunidade	75.00
				T: Mohan M. Arabekar	
			32 part	H: Comunidade	375.00
				T: Rogaciana Menezes	
			33	H: Comunidade	435.00
				T: Anny Santana Menezes	
		58	12 part	H: Nicolas Mendonsa	525.00
				T: Budgo Gaonkar	
			13 part	H: Aurol Dias	435.00
				T: Cipriano Mendonca	
		58	14 part	Joachim Rodrigues	595.00
				T: Joaquim Caetano Menezes	
				T: Ramchandra Babu Sawant	
			15 part	H: Cristina Vaz	360.00
				T: Benjamin Ferrao	625.00
			9 part	H: Benjamin Ferrao	2.00
			10 part	H: Eucaxio D'Souza	20.00
			11 part	H: Comunidade	5.00
				T: Benjamin Ferrao	
		56	1 part	H: Comunidade	60.00
				T: Pascoal Santanio Ferrao	
			2 part	H: Comunidade	60.00
				T: Lurdin Mendes	
			3 part	H: Comunidade	65.00
				T: Josefin Mendes	
			4 part	H: Comunidade	75.00
				T: Purificacao D'Costa	

1	2	3	4	5	6	7
Bardez	Assonora	56	5 part	H: Comunidade		45.00
			6 part	T: Martin Jose Ferrao		
				H: Comunidade		50.00
			7 part	T: Joao Salvador Ferrao		
				H: Comunidade		50.00
			8 part	T: Domingo Ferrao		
				H: Jacaria Vaz		40.00
		71	1 part	H: Comunidade		120.00
			2 part	T: Santan Vaz		
				H: Comunidade		245.00
			3 part	T: Cristalina Noronha		
				H: Comunidade		100.00
			4 part	T: Marcelin Cutinho		
				H: Comunidade		315.00
			5 part	T: Ubaldo D'Souza		
				H: Comunidade		160.00
			6 part	T: Inacina D'Souza		
				H: Comunidade		205.00
			7 part	T: Mariquinha Ferrao		
				H: Comunidade		290.00
			8 part	T: Benedita Ferrao		
				H: Comunidade		100.00
			9 part	T: Apolina Rodrigues		
				H: Comunidade		75.00
			10 part	T: Maria Rosa Ferrao		
		71		H: Comunidade		75.00
			11 part	T: Carmelina D'Souza		
				H: Comunidade		75.00
			12 part	T: Anamaria Coelho		
				H: Comunidade		75.00
			13 part	T: Juli Ferrao		
				H: Comunidade		125.00
			14 part	T: Severina Fernandes		
				H: Comunidade		120.00
				T: Purificacao D'Cunha		
		70	1 part	H: Comunidade		75.00
			2 part	T: Beta Fernandes		
				H: Comunidade		140.00
			3 part	T: Minguel D'Souza		
				H: Comunidade		100.00
			4 part	T: Balbin Rodrigues		
				H: Comunidade		100.00
			5 part	T: Maria Aginta Lobo		
				H: Comunidade		100.00
			6 part	T: Paulo Philip Rodrigues		
				H: Comunidade		340.00
			7 part	T: Dneshori Nagesh Salgaonkar		
				H: Comunidade		100.00
			8 part	T: Florenco Vaz		
				H: Comunidade		85.00
			9 part	T: Carmelina Ferrao		
				H: Comunidade		100.00
			10 part	T: Ronaldo Mendes		
				H: Comunidade		160.00
			11 part	T: Maria Francisco Coelho		
				H: Comunidade		160.00
			12 part	T: Marcelin Cutinho		
				H: Comunidade		140.00
				T: Jacinto Sebastiao Coelho		
				Philip Baptista Mendes		
			13 part	H: Comunidade		175.00
				T: Expeciosa Mendes		
			14 part	H: Comunidade		160.00
				T: Maria Valentina Coelho		
			15 part	H: Comunidade		200.00
				T: Philip Baptista Mendes		
			16 part	H: Comunidade		200.00
				T: Carmelina Vaz		
			17 part	H: Comunidade		140.00
				T: Adelina D'Souza		
		69	1 part	H: Comunidade		450.00
			2 part	T: Maria Claudia D'Souza		
				H: Comunidade		135.00
			3 part	T: Florinda Mendes		
				H: Comunidade		80.00
			4 part	T: Isabela Coelho		
				H: Comunidade		110.00
				T: Pundalik Pandhari Narvelkar		
			5 part	H: Comunidade		90.00
			6 part	T: Purificacao D'Cunha		
				H: Comunidade		115.00
				T: Ladu Sonu Sawas		
			7 part	H: Comunidade		110.00
				T: Anna Grasa Vaz		

1	2	3	4	5	6	7
	Bardez	Assonora	69	8 part	H: Comunidade T: Pandari Shiva Chodankar	90.00
				9 part	H: Comunidade	115.00
				10 part	T: Luiza Vaz H: Comunidade	110.00
				11 part	T: Florina Pontis H: Comunidade	100.00
				12 part	T: Jacint Sabastiao Coelho H: Comunidade	110.00
				13 part	T: Sebastiana Lobo H: Comunidade	100.00
				14 part	T: Kashinath Vithal Mayenkar H: Comunidade	105.00
				15 part	T: Joao Silveira H: Comunidade	70.00
				16 part	T: Regina Fernandes H: Comunidade	70.00
				17 part	T: Isabel Martin Vaz H: Comunidade	70.00
				18 part	T: Maria Rosa Ferrao H: Comunidade	75.00
				19 part	T: Blica Martin Rebello H: Comunidade	130.00
				20 part	T: Jadco Apa Salgaonkar H: Comunidade	125.00
				21 part	T: Idalina Mascarenhas H: Comunidade	320.00
				22 part	T: Natalina D'Souza H: Esta Nicolao Rafael Mendonca	80.00
		68		3 part	H: Esthansio Rafael Mendonsa T: Narayan Budgo Gaonkar	1.00
				8 part	H: St. Monica Old Goa T: Magdalina Marcelina D'Souza	1125.00
				9 part	H: Comunidade T: Antonio Pascoal Ferrao	600.00
		66		1 part	H: Dattaram Shamba Sinari T: Magdalina Marcelina D'Souza	1485.00
				2 part	H: Comunidade T: Antonio Pascoal Ferrao	50.00
		76		5 part	H: Balchandra Babli Chodankar	2940.00
				1 part	H: Domingo Sebastiao Fernandes T: Jose Fernandes	860.00
Total						36233.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 9th February, 1983.

Notification

No. 22/185/81-RD

In partial modification to the Notification of even number dated 30-10-1982 appointing the Land Acquisition Officer, P.W.D. (Cell), Panaji to discharge the functions of the Collector of Goa under the Land Acquisition Act, 1894 the proceedings of the acquisition of land covered by this Notification shall be continued by the Special Land Acquisition Officer, Anjunem.

By order and in the name of the Administrator of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 31st January, 1983.

Notification

No. 22/78/80-RD

In exercise of the powers conferred by clause (c) of section 3 read with section 4 of the Land Acquisition Act, 1894 (Central Act of 1894) and in partial modification of Government Notification No. 22/78/80-RD, dated 8-10-1980, the Go-

vernment is pleased to appoint the Special Land Acquisition Officer, Anjunem, appointed under Order No. 6/3/81-PER, dated 25-8-1982, vice Special Land Acquisition Officer, Sanguem, to perform the functions of a Collector under the said Act in respect of the said land.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 4th February, 1983.

Corrigendum

No. 22/93/81-RD (II)

Read: Notification No. 22/93/81-RD (II) dated 5-1-83, published in the Official Gazette No. 41, Series II, dated 7-1-1983.

In column No. 4 of the schedule of the above Notification the "Survey No. 105/1 (Part)" shown against the name of Smt. Maria Conceicao Cardozo Lobo should be read as "Survey No. 105/5 (Part)".

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 9th February, 1983.

Public Health Department

Order

No. 5/42/82-PHD

The resignation tendered by Dr. Anil Kumar Modi, Lecturer in Microbiology in Goa Medical College, Panaji is hereby accepted by Government with effect from the date of his relief.

There are no dues outstanding against Dr. Modi.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sall, Under Secretary (Health).

Panaji, 27th January, 1983.

Industries and Labour Department

Order

No. 28/44/82-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu, is of the opinion that an industrial dispute exists between the management of M/s. S. Kantilal and Company Private Limited, Margao, Salcete - Goa, and their workman Shri Ashok S. Rajadhyaksh, Accounts Clerk, Davorlim, Margao, Salcete - Goa in respect of the matters specified in the schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu refers the said dispute for adjudication to the Industrial Tribunal of the Union territory of Goa, Daman and Diu, Panaji - Goa, constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of the employer, M/s. S. Kantilal and Company Private Limited, Margao, in terminating the services of Shri Ashok S. Rajadhyaksh, Accounts Clerk, with effect from 17-7-1982 is legal and justified.

If not, to what relief the said workman is entitled?"

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 2nd February, 1983.

Order

No. 28/45/82-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Su-Pack, Plot No. 15, Corlim Industrial Estate, Corlim, Goa and their workman Shri Tukaram G. Nalk in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the "said dispute").

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal, Goa, Daman and Diu, Panaji - Goa, constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of the employer of M/s. Su-Pack, Corlim Industrial Estate, Corlim, Goa in discharging the

services of Shri Tukaram G. Nalk, Mandur, Dongrim, Neura, Goa, w.e.f. 27-7-1982 is legal and justified?

If not, to what relief the said workman is entitled?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 28th January, 1983.

Order

No. 28/46/82-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. S. Kantilal & Company Private Limited, Margao, Salcete - Goa, and their workman Shri Reginaldo Rodrigues, Filing clerk, Post Navelim, Sinquetim, Salcete - Goa, in respect of the matters specified in the Schedule annexed hereto (hereinafter referred to as the "said dispute");

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal, Goa, Daman and Diu, Panaji - Goa, constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of the employer, M/s. S. Kantilal & Company Private Limited, Margao, in terminating the services of Shri Reginaldo Rodrigues, Filing Clerk, with effect from 17-7-1982 is legal and justified?

If not, to what relief the said workman is entitled?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 29th January, 1983.

Order

No. 28/48/82-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. S. Kantilal and Company Private Limited, Margao, Salcete - Goa, and Shri Chandrakant M. Rege, Deulmol, Quepem - Goa in respect of matters specified in the Schedule annexed hereto (hereinafter referred to as the "said dispute");

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu, Panaji, constituted under Section 7A of the said Act.

SCHEDULE

"Whether the action of Management of M/s. S. Kantilal & Co. Pvt. Ltd., Margao in terminating the services of Shri Chandrakant M. Rege, Controller of Accountant w.e.f. 17-7-1982 is legal and justified?

If not, what relief the workman is entitled to?"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 27th January, 1983.

Order No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 27th January, 1983.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No.: IT/27/77

1. Workmen

— Party I

V/s.

1. M/s. B. K. Printers

— Party II

Workmen/Party I represented by Shri N. J. Rebelo, Union Leader.

Employer/Party II represented by Shri Ramesh Desai, Labour Advisor.

Panaji, Dated: 14th January, 1983.

AWARD

This is a reference made by the Govt. of Goa, Daman & Diu to this Tribunal by its Order No. IRM/CON/(63)/77/IT-19/77 dated 30th November, 1977. The schedule annexed to the Order of Reference reads as follows:

"(a) Whether the demand of the workmen of M/s. B. K. Printers Panaji (Goa) for the following scales as mentioned against the categories/designations is legal and justified?

If not to what relief the workmen are entitled to and from what date?

Supervisor — Rs. 200-10-250-15-325-20-425.

Compositor, Binder Printer, Clerk — Rs. 150-8-190-10-240-15-313.

Ballor, Perforator Distributor, Peon or other lower categories — Rs. 100-6-130-9-175-12-235.

(b) Whether the workmen of M/s. B. K. Printers, Panaji are entitled to D.A. V.D.A.?

If so, to what rate the workmen are entitled to D.A. and V.D.A.?"

2. The Union representing the workman, in its statement of claim, has stated that the employer is one of the best institutions of its kind in Goa, doing the work of quality printing and other job works. The Press is equipped with modern machinery capable of producing handsome income; the workmen employed are also expert in their trade but the outlook of the employer has been far from being fair to the needs of the workmen, who are always being denied of the benefits available under different Labour Laws. The workmen, therefore, formed their Union, which act was not liked by the employer, who started giving the most unfair treatment and even harassing and victimizing the workmen. When the employer saw that the workmen were standing united, availed of the opportunity of an application submitted by them for the implementation of service wages and terminated the services of the Supervisor, who was taking an active part to improve the condition of the workmen meagerly paid. The workmen then submitted to the Management a Charter of Demands for better conditions, which was not considered by the employer. The intervention of the Labour Commissioner was sought. Conciliation Proceedings before the Labour Commissioner failed and, hence, this reference. The demands made by the Union are justified as follows:

Demand No. 1: The employer is a well established concern employing modern machinery for its operation. In order to have organised Labour, the workmen have formed a Union which should be recognised by the employer as representing the workmen.

Demand No. 2: In order to have security of services, the Union felt that the employer should issue appoint-

ment/confirmation letters to all the workmen who have completed 6 months service for the employer.

Demand No. 3: The employer has already categorised the existing workmen in various categories but no fixed scales and grades were given to such categories. The Union, in order to regularise these categories, has demanded the scales which are listed w.e.f. 1-1-1977 and also fitment categories according to the demand listed at item No. 4 of the Charter of Demands.

Demand No. 5: The demand of D.A. is due to the rising cost in living. The duty of the employer is to maintain the workmen in a healthy condition for better work establishment.

Demand No. 6: The V.D.A., should be worked by the employer properly on permanent rates and figures, payable every six months on six months average, the base of such working being 1949-100. The present rate, paid by the employer is not acceptable to the workmen.

Demand No. 7: Since the employer was not allowing proper leaves to the workmen, the Union has demanded privilege, casual and sick leaves at the rate of 10 days each with a request that privilege and sick leave the workmen be allowed to accumulate upto 3 years. There is also a demand for 11 paid holidays, which are listed, and all public holidays.

The financial position of the employer is fine and the present wage structure is out dated, since it was worked out when the consumers price index for the working class at 99-100 as base i.e. 208 points in 1967. The average consumer index has risen to 401 points but the workmen are being paid the same wages worked on the figures at 208. This Government has recently fixed minimum wages for printing and allied industry at the rates which are mentioned in the application. The financial situation of the employer, being sound, the demands are fully justified.

3. The employer, in its written statement, has stated in short: that it is a factory employing six workers at present; it was paying comparatively good salaries to the workers having regard to its profit rates and compared also to other presses in Goa. In the month of April, 1976, on verbal demands of the workers, their total salary was raised as shown in annexure 'B'. In the month of January 1977 Minimum Wages were fixed to the industries in Printing and Press, as a result of which immediate rise between Rs. 15/- and Rs. 62/- was given to the workers who fell short of Minimum Wages. On 29-1-1977, the workers went on strike without any notice and justification. The strike was withdrawn on 3-2-1977 by the workers themselves. On 10-3-1977 the Union served a Charter of Demands dated 1-2-1977 on the Management. Union did not justify these demands.

In so far the claim statement is concerned, it is submitted that in the year 1976, on account of the revision of pay made by the employer, the liability of the employer increased. Same happened when the minimum wages notification was implemented. The future prosperity of this Unit is also not bright. The employer had to close down the 2nd shift for want of work, and adverse trade reasons. The demands made by the workers are far excessive and the employer is not in a position to meet them, having regard to its financial position, the principle of industry and region wise and the future prospect of the Unit. The Union is trying to compare this small press with that of the Newspapers Establishment which have large staff and large circulation.

4. On the date fixed for evidence, the Union prayed for adjournment, which was granted and the Union's rep. warned that no further adjournment would be granted. On the next date, the Union's rep. remained absent and Union's evidence was declared closed by the Tribunal. The Union's rep. however, came late and moved an application for setting aside the order closing his evidence, which request was granted in view of the no objection given by the other party. On the next date fixed, the Union's rep. continued to remain absent and the Court passed an order declaring the evidence of the Union closed and fixing date for the employer's evidence. The employer led the evidence of Shri Maharudra Kakodkar, Partner of the firm at that time. He has produced the Profit and Loss Account of the firm for the years ending 31-3-1975 and 31-3-1976 and also the balance sheets as on 31-3-1975 and 31-3-1976 (Exh. E-1 colly) and also a comparative statement of the wages, minimum and maximum, now payable to the workmen and those which would be payable to them as per their demands (Exh. E-2).

5. In view of the terms of reference it is obvious that the burden of proving that the Charter of Demands submitted by the Union to the employer was justified rested on the Union. The Union, however, failed to discharge this burden, since no evidence was led before the Tribunal to support the said Charter of Demands.

The employer, on its side, has produced the Profit and Loss Account of the years 1975 and 1976, alongwith the balance sheets Exh. E-1 colly and also the comparative statements of the prevailing wages and of the wages as per the Charter of Demands (Exh. E-2). These documents would go to show that the employer is a modest concern, in which the profits of each of the 2 partners have not exceeded Rs. 830/- per year. The liability of the employer, as per the comparative statement filed, would be very high and the employer would not be in a financial position to bear the same.

6. In view of the above, I answer to this reference by passing the following order:

ORDER

The Union has not proved that, having regard to the financial position of the employer, its demands are legal and justified. Hence, the Charter of Demands submitted by the Union cannot be granted. No order as to costs.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

Order

No. 23/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 31st January, 1983.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No. IT/33/75

1. Shri Atma Nilu Gawas — Workman/Party I
V/s.

1. M/s. S. G. Kamat & Co. Pvt. Ltd. — Employer/Party II
Workman/Party I represented by Shri George Vaz, Union Leader.

Employer/Party II represented by Adv. H. R. Bharne.

Panaji. Dated: 21-1-1983.

AWARD

This is a reference made by the Government of Goa, Daman & Diu by its Order No. CLE/1/ID(159)/74-75/IT-17/75/1426, dated 31st October, 1975, which, in its schedule, reads as follows:

"Whether the action of the Management of M/s. S. G. Kamat & Co. Pvt. Ltd., Sanquelim, Goa, in terminating the services of Shri Atma Nilu Gawas, with effect from 14-11-1974 is legal and justified?

If not, to what relief the concerned workman is entitled?"

2. The case of the Workman/Party I, hereinafter called simply the 'Workman', as per his statement of claim, is as follows:

The Employer/Party II, hereinafter called simply the 'Employer' started his factory for the processing and sale of cashew nuts 38/40 years back (statement of claim is dated 9-2-76) and the workman started working there as an At-

tendant when was a young boy. The processing of cashew nuts entails many operations and for all these operations about 400 labourers, both male and female, are employed. In the month of April, 1970, the Proprietor converted the factory which was known as M/s. Shantaram Govind Kamat into a Private Limited Company and registered it under the name and style of M/s. S. G. Kamat & Co. Pvt. Ltd. But this change of name had not affected the employees, who continued to work as before, in continuity of service and under the same conditions of service with the increase of wages and increment, which was an annual affair. The workman, who was given a salary of four annas per day and one annati of grain i.e. Rs. 7.50 per month in the year 1939, when the cost of living was very cheap, saw his salary increasing year after year, reaching Rs. 160/- per month on 14-11-1974, when his services were terminated by the employer. The latter had his factory at Sanquelim, but the furnace for baking the raw seeds was at Kudnem. Gradually the employer spread its activities by starting branches at Valpoi, Salleli and even outside Goa, at Malvan. The cashew industry in Goa is a growing industry, encouraged and protected by the Government, because it fetches foreign exchange, but the workers are exploited by the employers and are under-paid. The workman, after working for 35 years in the factory, was earning only Rs. 160/- per month, inspite of being skilled and all round workman. The present dispute arose because the workman was transferred from the factory and asked to work as domestic servant in the employer's new house at Panaji Miramar. As domestic servant, he was forced to clean the W.C. of the new building, which he refused. He was then retransferred to the factory, harassed and made to work in the furnace, a hard work which can be done only by a young man. As he was unable to do this work, his services were terminated w.e.f. 14-11-1974. The ground alleged was that he was surplus staff and would receive all the dues and one month's notice pay. He was also paid Retrenchment Compensation for the period from 1-4-1970 to 14-11-1974, total two months and fifteen days which did not cover his 35 years of service in the factory. The workman challenges the termination of his services stating that it is bad in law and actually a victimisation, because he refused to work as domestic servant at the residence of the employer at Miramar. The principle of first come, last go has not been observed. Even assuming he was surplus, he should have been paid together with one month's pay, retrenchment compensation at the rate of 15 days wages for every completed year of service and he has 35 years of service to his credit. This amounts to violation of S.25-F of Industrial Disputes Act, 1947. He was offered compensation only from 1-4-1970 to 14-11-1974, i.e. from the conversion of the factory Shantaram Govind Kamat into M/s. S. G. Kamat and Co. Pvt. Ltd. His previous service was not terminated, nor dues paid for the same, and this makes the termination invalid, mala fide and void. The termination being invalid, he should be deemed in service and reinstated with full back wages. He further adds that the workmen working for M/s. Shantaram Govind Kamat and M/s. S. G. Kamat & Co. Pvt., were on the same employers Provident Fund Scheme, with continuous service.

3. The employer, in his written statement, raised a preliminary objection regarding the jurisdiction of this Tribunal to entertain this reference. According to him, the reference is bad, as there is no industrial dispute. It is not a case of termination of services of the workman, but of voluntary resignation. Besides, no demand was made on the employer, and, in the absence of such a demand, there could not be any industrial dispute.

On merits, it is alleged that the workman was employed as Domestic Servant of the employer during several years and, thereafter, he was employed in the factory. The work in the factory is of seasonal nature and, during the season, casual workers are employed to do work of casual nature. He, therefore, denies that over 400 workers are regularly working in the factory. The management of the business was taken over by the employer in the year 1970, and the services of the employees who were working with the old employer stood discontinued. At that time, they all, including the workman, submitted their resignation letters and were paid their dues. The old employees, the workman included, who approached the present employer, were given fresh employment as fresh employees. The employer has no connection or concern over their past services to their old employer. The services of the workman were found surplus, in view of the situation prevailing in 1974. The employer, however, gave option to the workman on 14-11-1974 to work in the branch. He refused, and gave in writing his resignation. The

employer paid him all the dues and he accepted them without any grievance.

4. The preliminary issue regarding jurisdiction was decided by this Tribunal by its Order dated 1-7-1981, holding that the Tribunal has jurisdiction to entertain the reference in question. After this, the Tribunal framed the following issues:

- "1. Whether the employer proves that this reference is bad is there is no industrial dispute?
2. Whether the employer proves that its action in terminating the services of the workman w.e.f. 14-11-74 is legal and justified?
3. Whether the workman proves that his services were illegally terminated by the employer?
4. What Order?"

5. Issue No. 1 was not pressed by the employer and, regarding the other issues, only the employer led its evidence. The workman's rep. made a statement that he would not lead further evidence on merit besides the one already led by him at the time of the hearing on the preliminary issue. Arguments in writing were filed by the rep. of both the parties and the matter was kept for Award.

6. When I was carefully perusing the file for the purpose of delivering the Award, I felt that it would be advisable to try to settle the matter amicably between the parties and, accordingly, I called the parties before me to this effect. I should say that I succeeded in my endeavour and an amicable settlement was arrived at between the parties, which reads as follows:

"TERMS OF SETTLEMENT"

"The Tribunal tried to settle the matter amicably between the parties. Proposals and counter proposals were discussed and finally both the parties agreed on the following terms:

- 1) The Employer will pay to the employee Shri Atma Nilu Gaums Rs. 13,000/- (Rupees Thirteen Thousand only) in full and final settlement of his claim. After receiving such payment, the employee will not have any claim what-so-ever against the employer in connection with this case.

In view of this settlement, both the parties pray that a consent award be made by the Court in terms of the said settlement. The amount of Rs. 13,000/- will be paid by the employer to the employee on the 22nd of this month in Court."

7. The settlement terms reproduced above are just and fair to both the parties and, hence, I accept them and pass the following order:

ORDER

Consent Award in terms of the above settlement is hereby made. No order as to costs.

Dr. Renato de Noronha
Presiding Officer,
Industrial Tribunal.

Corrigendum

In the Notification No. 22/148/82-RD, dated 30-12-82 of Revenue Department, published in the Official Gazette, Series II, No. 41, dated 6-1-83, the 5th line appearing at page 562 should be read as "viz. For Establishment of Regional Load Despatch Centre" instead of what had been published.